



***Our first care is your health care***  
ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM

**Janet Napolitano, Governor**  
**Anthony D. Rodgers, Director**

801 East Jefferson, Phoenix AZ 85034  
PO Box 25520, Phoenix AZ 85002  
**phone 602 417 4000**  
[www.ahcccs.state.az.us](http://www.ahcccs.state.az.us)

October 21, 2004

**RE: Request For Quotation (RFQ) YH05-0025**

Dear Interested Party:

1. This RFQ is submitted for your review and consideration. It provides for the pricing of two labor categories for central office located in Phoenix.
  - A. Category I: Senior Level Executive Staff Assistant
  - B. Category II: Executive Consultant I

**During the Solicitation process, all questions concerning this RFQ, should be directed to Marilyn Ehren at (602) 417-4577 or by e-mail at [mxehren@ahcccs.state.az.us](mailto:mxehren@ahcccs.state.az.us). In accordance with A.R.S. §41-2535, which is incorporated herein by reference, your quotation must be received at the below-specified location **no later than 3:00 PM on Monday, November 1, 2004.****

2. Please read the following for information on how to complete your price quotation/offer for this requirement. First and foremost, read this entire document so you understand the terms and conditions of any purchase order that may be awarded to you. Complete the Offer and Acceptance, Page 1, Paragraph II; Pricing and Contract Administration, Pages 2 & 3; and Offeror's Representations & Certifications, Page 8. Offers may be submitted by facsimile to (602) 417-5957 or return to:

**AHCCCS**  
**Marilyn Ehren, Purchasing Manager**  
**701 East Jefferson, MD 5700**  
**Phoenix, Arizona 85034**

Very truly yours,

Michael Velt  
Contracts and Purchasing Administrator

## ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM

### SECTION A: SOLICITATION, OFFER AND AWARD

Contract No: **YH05-0025**  
 Issued by: **AHCCCS**  
 Contracts and Purchasing  
 701 E. Jefferson Street, MD5700  
 Phoenix, AZ 85034

Type of Solicitation: **Request for Quotation (RFQ)**  
 Subject of Solicitation: **Senior Level Executive Staff  
 Assistant and Executive Consultant I**  
 Term of Contract: **Project Generated**

#### I. SOLICITATION

Offers for providing the services described herein will be received at the issuing office (above) **until 3:00 p.m. local time on Monday, November 1, 2004**. Questions may be directed to:

**Marilyn Ehren, Contracts and Purchasing**      **Phone: (602) 417-4577**  
**E-mail: [mxehren@ahcccs.state.az.us](mailto:mxehren@ahcccs.state.az.us)**      **Fax: : (602) 417-5957**

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#### II. OFFER (Must be fully completed by Offeror)

The undersigned Offeror hereby agrees, if this offer is accepted within 90 days of the offer due date, to provide all services in accordance with the terms and requirements stated herein, including all applicable attachments, amendments, and best-and-final offers (if any).

NAME OF OFFEROR: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

NAME OF PERSON AUTHORIZED TO SIGN OFFER: \_\_\_\_\_ TITLE: \_\_\_\_\_

OFFEROR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

#### III. AWARD (To be completed by AHCCCS)

Your Offer is hereby accepted, you are now bound to sell materials and services based upon this solicitation, including all terms, conditions, specifications, amendments, etc., and the Vendor's Quotation as accepted by the State.

This Purchase Order shall henceforth be referred to as Purchase Order No. YH05-0025. You are cautioned not to commence any billable work or provide any material, or service under this Purchase Order until you receive a signed copy.

NAME OF AHCCCS CONTRACTING OFFICER: **Michael Veit**      DATE: \_\_\_\_\_

SIGNATURE OF AHCCCSA CONTRACTING OFFICER: \_\_\_\_\_

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**SECTION B: PRICING AND CONTRACT ADMINISTRATION****1. METHOD OF COMPENSATION**

The Contractor will be reimbursed based on the prices established by the Contract. The reimbursement ceiling for services provided during the term of this Contract shall not exceed the contracted rate for services requested.

**2. PRICES**

Once accepted by AHCCCS, the all-inclusive fixed price shall not be adjusted unless AHCCCS alters the services to be performed by the Vendor. Stated prices are subject to the availability of funds and are for the full term of the agreement, or up to \$50,000, whichever comes first. **This is an all-inclusive fixed price; any amount that is not disclosed at the time of quote shall not be paid.**

<b>Senior Level Executive Staff Assistant</b>	<b>Unit of Measurement</b>	<b>Unit Price (All-inclusive)</b>
<b>Description of Service:</b>		
Under direction, is responsible for work of considerable difficulty serving as the staff assistant to the Executive Director of Arizona Health Care Cost Containment System, a major organizational unit with broad scope and complexity; the position will require a high level of technical skill; will necessitate considerable discretion and independent judgment; extensive knowledge of business protocol, formats and procedures.	Per Hour	\$ _____
<b>Executive Consultant I</b>	<b>Unit of Measurement</b>	<b>Unit Price (All-inclusive)</b>
<b>Description of Service:</b>		
Under supervision of the Project Director will perform work of considerable difficulty in participating in the development and/or implementation of major projects including or requiring new approaches, directions or dimensions in any of several aspects of administration, policy or program development, management or operation; and performs related work as required. This appointment is made on a project assignment basis in response to a specific need.	Per Hour	\$ _____

**3. PAYMENTS**

The Contractor will be paid upon the submission of proper invoices for the services performed. The Contractor shall submit invoices in two (2) copies. The Contractor's invoices shall be submitted to:

AHCCCS  
Accounts Payable  
701 E. Jefferson, MD 5400  
Phoenix, Arizona 85034

**4. INVOICES**

By the twentieth (20) day of each month the Contractor shall submit invoices to AHCCCS for work that has been performed in accordance with contract terms and conditions and accepted by AHCCCS. AHCCCS will pay the Contractor within thirty (30) working days of receipt of Contractor's invoice, provided it includes required information and supporting documentation. Failure to submit invoices within ninety (90) working days after providing services may result in payment denial by AHCCCS.

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**SECTION B: PRICING AND CONTRACT ADMINISTRATION**

Each invoice shall provide the following information, as applicable: contract number, description of services performed, name of AHCCCS contact for agreement, date(s) and time(s) services were performed.

Each invoice shall have adequate supporting documentation attached to allow proper expense reimbursement.

**5. UNACCEPTED WORK**

Any work performed by the Contractor that AHCCCS does not accept shall not be compensated by AHCCCS. At AHCCCS option, the Contractor may be required to redo substandard work to bring it into conformance with acceptable standards. Such substandard work shall be documented and may be submitted to the appropriate State agency.

**6. MAILING OF PAYMENTS**

The Offeror/Bidder shall state below, the address to which payment should be mailed.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City & State)

\_\_\_\_\_  
(Zip Code)

**7. THE OFFEROR/BIDDER SHALL PROVIDE INFORMATION REQUESTED BELOW:**

- a. Arizona Transaction (sales) Privilege Tax License Number: \_\_\_\_\_
- b. Federal Employer Identification Number or SSAN: \_\_\_\_\_

**8. COMPANY REPRESENTATIVE TO CONTACT FOR CONTRACT ADMINISTRATION PURPOSES:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City / State / Zip Code

\_\_\_\_\_  
Telephone Number

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## SECTION C: SCOPE OF WORK AND SPECIAL PROVISION

1. **Location:** Services will be performed at AHCCCS Administration, 801 E. Jefferson Street, Phoenix, AZ 85034.

2. **Requirements:**

**A. Senior Level Executive Staff Assistant**

- Assist the Executive Director in the development of operating policy and procedures.
- Long-range fiscal and organizational planning, conducts special studies.
- Recommends changes to correct operating deficiencies to improve the provision of services to the public.
- Develops management information systems to evaluate program performance, resource management and budget control.
- Prepares administrative directives.
- Provides technical assistance and guidance as requested, interprets rules, regulations and policy.
- Represents the Executive Director at high-level meetings, and serves in the absence of others as required.
- Participates in the negotiation and development of program proposals and grants.
- Coordinates the preparation of the budget and prepares a variety of administrative reports.
- Coordinates activities with other organizational units of the agency.
- May supervise professional and/or clerical personnel.

Minimal Qualifications:

Four years responsible administrative experience.

**B. Executive Consultant I**

- Under direction of Project Director, must be able to perform assigned tasks and conduct specified work in the installation, revision, or implementation of a specific project.
- Must possess considerable knowledge of the principles, concepts and current practices of government management.
- Knowledgeable in the processes of State government, including legislative and administrative processes, and the guiding principals and concepts underlying such processes.
- Knowledge of State laws, rules and regulations relating to the area of assignment.
- Conceptualization skill in design, planning and development of various aspects of systems and programs, as assigned.
- Skill in testing and troubleshooting of project objectives.
- Skill in conducting research, and in extracting, compiling, analyzing, evaluating, synthesizing and presenting information in support of project objectives.
- Skill in interpersonal relations, and as applied to contacts with officials, managers and representatives of various agencies and organizations.

Minimum Qualifications:

Four years experience as a management consultant or a high level executive carrying out assignments requiring considerable technical skill and responsibility in the design, development, installation or implementation of systems or programs appropriate to the assignment.

3. **Special Provision:**

**Right to Extend:** Subject to the availability of funds and acceptable Contractor's performance, AHCCCS shall have the right to extend this contract for additional periods with the Contractor's consent. The total term shall not exceed completion of project or the total cost shall not exceed \$50,000 whichever limit is reached first.

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**SECTION D: UNIFORM TERMS AND CONDITIONS****1. Definition of Terms.**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. *"Attachments"* means all items required of the Offeror as part of the Offer.
- B. *"Days"* means calendar days unless otherwise specified.
- C. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any amendments to the Solicitation or the Contract; and any terms applied by law.
- D. *"Contractor"* means any person who has a Contract with a State government unit.
- E. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- F. *"Offer"* means bid, proposal or quotation.
- G. *"Offeror"* means a vendor who responds to any type of Solicitation.
- H. *"Procurement Officer"* means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- I. *"Solicitation"* means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- J. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- K. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

- 2. **Submission.** Quotations shall be signed by the Offeror and received by Arizona Health Care Cost Containment System (AHCCCS) as designated on the first page of this form no later than as indicated.
- 3. **Offer and Contract Award Form.** Complete this form, failure to complete this portion may be cause to reject the Offeror's quotation.
- 4. **Pricing Schedule.** Offeror must complete the Pricing schedule in its entirety and submit as part of this solicitation. Prices shall be all inclusive to include any miscellaneous cost associated with the services to be performed; this includes any necessary travel, food or lodging.
- 5. **Opening.** This is an informal Solicitation and offers will not be read at a public opening; however, the information may be publicly reviewed after an award has been made.
- 6. **Evaluation Criteria.** Contract award shall be made to the responsive and responsible Offer whose offer is determined to be the most advantageous to AHCCCS based on the following criteria, which are listed in descending order of importance:
  - A. Offeror's Experience, Expertise and Reliability.
  - B. Price.
- 7. All information provided by Offeror is subject to verification.
- 8. **Award of Contract.** A Contract Award shall be made to the most responsive and responsible Offeror whose offer is determined to be the most advantageous to the State.

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**SECTION D: UNIFORM TERMS AND CONDITIONS**

9. **Incorporated by Reference:** Revision 7.1 of the State of Arizona's Uniform Instructions to Offerors is hereby incorporated by reference. These documents may be accessed through the State Procurement Office by accessing the Internet at (<http://sporas.state.az.us>) or by telephoning either the State Procurement Office at (602) 542-5511 or Arizona Health Care Cost Containment System at (602) 417-4577.

**10. Changes.**

- A. The procurement officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this contract in any one or more of the following
- 1) Description of services to be performed.
  - 2) Time of performance (i.e., hours of the day, days of the week, etc.); and
  - 3) Place of performance of the services.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.

**11. Indemnification.**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (herein referred to as "Indemnities") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigations and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or commissions of Contractor or any of the owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnities shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnities, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

**12. Persons With Disabilities.**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange accommodations.

**13. Insurance Requirements.**

Contractor and sub contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractor.

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**SECTION D: UNIFORM TERMS AND CONDITIONS**

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the Indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work.

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage(s) below:

- (1) **Commercial General Liability**, with minimum limits of \$1,000,000 per occurrence, and unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the *Insurance Service Office, Inc. Form CG25031185*, issued on an Occurrence basis, and endorsed to add the State of Arizona and the Arizona Department of Education as an additional Insured with reference to this contract. The policy shall include coverage for: (a) Bodily Injury; (b) Broad Form Property Damage (including completed operations); (c) Personal Injury; (d) Blanket Contractual Liability; (e) Products and Completed Operations, and this coverage shall extend for one (1) year past acceptance, cancellation or termination of the services or work defined in this contract; and (f) Fire Legal Liability.
- (2) **Business Automobile Liability**, with minimum limits of \$1,000,000 per occurrence combined single limit, with *Insurance Service Office, Inc. Declarations* to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona and the Arizona Health Care Cost Containment System as an Additional Insured with reference to this contract.
- (3) **Workers Compensation and Employers Liability** Insurance as required by the State of Arizona Workers Compensation statutes, as follows: (a) Workers Compensation (Coverage A): Statutory Arizona Benefits; and (b) Employers Liability (Coverage B): \$500,000 each accident; \$500,000 each employee/disease; & \$1,000,000 policy limit/disease. Policy shall include endorsement for All State coverage for state of hire. *Note, Workers Compensation and Employers Liability insurance is not required for sole proprietor offerors/contractors.*

B. The State of Arizona and the Arizona Health Care Cost Containment System reserve the right to request and receive certified copies of all policies and endorsements within ten (10) calendar days of contract signature.



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**SECTION E:  
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**1. CERTIFICATIONS, DISCLOSURE, AND DISQUALIFICATION**

- A. Non-collusion, Employment, and Services. By signing the offer and acceptance form or other official contract form, the Offeror certifies that:
- 1) It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
  - 2) It does not discriminate against any employee, applicant for employment, or person to whom it provides service because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders.
- B. Disclosure. If an Offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Offeror shall disclose that information in its offer. Failure to do so shall result in rejection of its proposal.
- C. Disqualification. The offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

**2. OFFEROR'S QUALIFICATIONS**

*Instructions: Using attachments, if necessary, answer the following questions or inquiries. Label your responses under "Offeror's Qualifications" and indicate the question or inquiry being referenced as it appears below.*

- A. Name of company/individual and type of business:

\_\_\_\_\_  
\_\_\_\_\_

- B. Number of years company/individual has provided this service:

\_\_\_\_\_

- C. For companies, provide an overview of the company that includes organizational structure, number and location of offices, and number of employees at each location
- D. Provide a list of at least three (3) clients or clients served within the past two (2) years for whom the Offerors firm has provided similar services and identify which are active accounts. Include a brief description of services provided.
- E. The Offeror shall employ and assign an adequate number of people to this Contract to provide services at required levels.
- F. Offeror shall send a resume addressing qualifications stated on Page 4, Paragraph 2.